

the need for further action, and Respondents having voluntarily cooperated with the Investigation and consented to the entry of the within order ("Consent Order") and for good cause,

IT IS on this 5th day of September, 2008 **ORDERED AND AGREED** as follows:

1. EFFECTIVE DATE

1.1 This Consent Order shall be effective on the date that it is filed with the Division ("Effective Date").

2. DEFINITIONS

As used in this Consent Order, the following words or terms shall have the following meanings, which meanings shall apply wherever the words and terms appear in this Consent Order:

- 2.1 "Advertisement" shall be defined in accordance with N.J.A.C. 13:45A-26A.3.
- 2.2 "Attorney General" shall be defined in accordance with N.J.S.A. 56:8-1(b).
- 2.3 "Consumer" means any Person, defined in accordance with N.J.S.A. 56:8-1(d), who is offered Merchandise, defined in accordance with N.J.S.A. 56:8-1(c), for Sale. For purposes of the UCLL and UCLL, "Consumer" shall be defined in accordance with N.J.S.A. 56:8-67 and N.J.A.C. 13:45A-26F.2, respectively.
- 2.4 "Motor Vehicle" shall be defined in accordance with N.J.A.C. 13:45A-26A.3.
- 2.5 "Sale" shall be defined in accordance with N.J.A.C. 13:45A-26A.3.
- 2.6 "State" shall refer to the State of New Jersey.
- 2.7 "UCLL" shall refer to the Used Car Lemon Law, N.J.S.A. 56:8-67 et seq.
- 2.8 "UCLL Regulations" shall refer to the Used Car Lemon Law Regulations, N.J.A.C. 13:45A-26F.1 et. seq.

2.9 "Used Motor Vehicle" shall be defined in accordance with N.J.A.C. 13:45A-26F.2.

3. BUSINESS PRACTICES AND INJUNCTIVE RELIEF

3.1 Respondents shall not engage in any unfair or deceptive acts or practices in the conduct of their business in the State and shall comply with all applicable State and/or Federal laws, rules and regulations as now constituted or as may hereafter be amended including, but not limited to, the CFA, the CFA Regulations, the Motor Vehicle Advertising Regulations, the UCLL and the UCLL Regulations.

3.2 In all Advertisements for the Sale of Motor Vehicles, Respondents shall make all the mandatory disclosures required under N.J.A.C. 13:45A-26A.5.

3.3 For all Used Motor Vehicles Advertised and/or offered for Sale, Respondents shall provide a Used Car Buyers Guide to consumers in accordance with N.J.A.C. 13:45A-26A.9.

3.4 If Respondents have sold or offered for Sale three (3) or more Used Motor Vehicles during 2007, Respondents shall collect an administrative fee of \$0.50 from each Consumer who purchased a Used Motor Vehicle and remit same to the Division, in accordance with N.J.A.C. 13:45A-26F.6.

3.5 If Respondents sell or offer for Sale three (3) or more Used Motor Vehicles during 2008 or any year thereafter, Respondents shall collect an administrative fee of \$0.50 from each Consumer who purchased a Used Motor Vehicle and remit same to the Division, in accordance with N.J.A.C. 13:45A-26F.6.

4. RESTITUTION

4.1 Respondents shall make a payment of One Thousand Two Hundred Seventy and 00/100 Dollars (\$1,270.00) to Consumer [REDACTED] following Consumer [REDACTED] return

of the Used Motor Vehicle purchased from Respondents. Respondents shall make payment no later than July 31, 2008. Respondents make this payment without any admission of wrongdoing.

5. SETTLEMENT PAYMENT

5.1 Respondents shall pay the amount of Four Thousand Nine Hundred Forty Four and 87/100 Dollars (\$4,944.87) to the Division (the "Settlement Payment").

5.2 From the Settlement Payment, the Division shall receive Four Thousand and 00/100 Dollars (\$4,000.00) as civil penalties pursuant to N.J.S.A. 56:8-13, Three Hundred Twenty-Four and 37/100 Dollars (\$324.37) as reimbursement of the Division's investigative costs and attorneys' fees pursuant to N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19, and Six Hundred Twenty and 50/100 Dollars (\$620.50) for outstanding UCLL fees pursuant to N.J.S.A. 13:45A-26F.6.

5.3 Respondents shall make the Settlement Payment according to the following schedule:

Commencing on August 15, 2008, Respondents shall make eighteen (18) payments of Two Hundred Seventy-Four and 71/100 Dollars (\$274.71) on the fifteenth day of each month until January 15, 2010.

5.4 The payments referenced in Section 5.3 shall be made by certified or cashier's check made payable to "New Jersey Division of Consumer Affairs" and shall be forwarded to the undersigned:

Attention: Supervisor
Case Management Tracking
New Jersey Department of Law and Public Safety
Division of Consumer Affairs
124 Halsey Street - 7th Floor
P.O. Box 45025
Newark, New Jersey 07101

5.5 Upon making the Settlement Payment, Respondents shall immediately be fully divested of any interest in, or ownership of, the monies paid and all interest in the monies, and any

subsequent interest or income derived therefrom, shall inure entirely to the benefit of the State pursuant to the terms herein.

6. GENERAL PROVISIONS

6.1 This Consent Order is entered into by the Parties as their own free and voluntary act and with full knowledge and understanding of the obligations and duties imposed by this Consent Order.

6.2 This Consent Order shall be governed by, and construed and enforced in accordance with, the laws of the State.

6.3 The Parties have negotiated, jointly drafted and fully reviewed the terms of this Consent Order and the rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction or interpretation of this Consent Order.

6.4 This Consent Order contains the entire agreement among the Parties and supersedes the Division's Final Decision and Order on Default After Notice of Violation filed against Respondents on November 1, 2007. Except as otherwise provided herein, this Consent Order shall be modified only by a written instrument signed by or on behalf of the Division and Respondents.

6.5 Except as otherwise explicitly provided in this Consent Order, nothing herein shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State.

6.6 If any portion of this Consent Order is held invalid or unenforceable by operation of law, the remaining terms of this Consent Order shall not be affected.

6.7 This Consent Order shall be binding upon the Parties and their successors in interest. In no event shall assignment of any right, power or authority under this Consent Order be used to avoid compliance with this Consent Order.

6.8 This Consent Order is entered into by the Parties for settlement purposes only. Neither the fact of, nor any provision contained in this Consent Order shall be construed as: (a) an approval, sanction or authorization by the Division or any other governmental unit of the State of any act or practice of Respondents; or (b) an admission by Respondents that any of their acts or practices described in or prohibited by this Consent Order are unfair or deceptive or violate the CFA, the Motor Vehicle Advertising Regulations, the UCLL and/or the UCLL Regulations. Neither the existence of, nor the terms of this Consent Order shall be deemed to constitute evidence or precedent of any kind except in: (a) an action or proceeding by one of the Parties to enforce, rescind or otherwise implement any or all of the terms herein; or (b) an action or proceeding involving a Released Claim (as defined in Section 7) to support a defense of res judicata, collateral estoppel, release or other theory of claim preclusion, issue preclusion or similar defense.

6.9 Unless otherwise prohibited by law, any signatures by the Parties required for entry of this Consent Order may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Consent Order.

7. RELEASE

7.1 In consideration of the injunctive relief, payments, undertakings, mutual promises and obligations provided for in this Consent Order and conditioned on Respondents providing Restitution and making the Settlement Payment in the manner specified in Section 5, the Division hereby agrees to release Respondents from any and all civil claims or Consumer related

administrative claims, to the extent permitted by State law, which the Division could have brought prior to the Effective Date against Respondents for violations of the CFA, the Motor Vehicle Advertising Regulations, the UCLL and/or the UCLL Regulations arising from the Investigation, as well as the matters addressed in this Consent Order (the "Released Claims").

7.2 Notwithstanding any term of this Consent Order, the following do not comprise Released Claims: (a) private rights of action; (b) actions to enforce this Consent Order; and (c) any claims against Respondents by any other agency or subdivision of the State.

8. FORBEARANCE ON EXECUTION AND DEFAULT

8.1 In the event that Respondents fail to make any of the payments referenced in Section 5.3 within fifteen (15) days of their due date, all unpaid amounts due and payable under this Consent Order shall immediately be accelerated and due and payable without the need for notice and presentment, with interest calculated in accordance with R. 4:42-11 from the date of default, and with the Division's cost of collection. In addition to the relief provided for in this Section, this default shall also entitle the Division to make an application to the Court for an order directing compliance and any other relief in aid of litigant's rights including an award of attorneys' fees.

9. PENALTIES FOR FAILURE TO COMPLY

9.1 The Attorney General (or designated representative) shall have the authority to enforce the injunctive provisions of this Consent Order or to seek sanctions for violations hereof or both.

9.2 The Parties agree that any future violations of the injunctive provisions of this Consent Order as well as the CFA, the Motor Vehicle Advertising Regulations, the UCLL and/or

the UCLL Regulations shall constitute a second or succeeding violation under N.J.S.A. 56:8-13 and that Respondents may be liable for enhanced civil penalties.

10. COMPLIANCE WITH ALL LAWS

- 10.1 Except as provided in this Consent Order, no provision herein shall be construed as:
- (a) Relieving Respondents of their obligation to comply with all State and Federal laws, regulations or rules, as now constituted or as may hereafter be amended, or as granting permission to engage in any acts or practices prohibited by such laws, regulations or rules; or
 - (b) Limiting or expanding any right the Division may otherwise have to obtain information, documents or testimony from Respondents pursuant to any State or Federal law, regulation or rule, as now constituted or as may hereafter be amended, or limiting or expanding any right Respondents may otherwise have pursuant to any State or Federal law, regulation or rule, to oppose any process employed by the Division to obtain such information, documents or testimony.

11. NOTICES UNDER THIS CONSENT ORDER

11.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Division or Respondents pursuant to this Consent Order shall be sent by United States mail, Certified Mail Return Receipt Requested, or other nationally recognized courier service that provides for tracking services and identification of the Person signing for the documents. The notices and/or documents shall be sent to the following addresses:

For the Division:

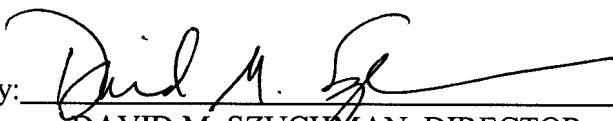
Jah-Juin Ho, Deputy Attorney General
State of New Jersey
Office of the Attorney General
Department of Law and Public Safety
Division of Law
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

For the Respondents:

Bennett Bardfeld, Esq.
1021 East Chestnut Avenue
Vineland, New Jersey 08360

IT IS ON THE 5th DAY OF Sept., 2008 SO ORDERED.


ANNE MILGRAM
ATTORNEY GENERAL OF NEW JERSEY

By: 
DAVID M. SZUCHMAN, DIRECTOR
DIVISION OF CONSUMER AFFAIRS

THE PARTIES CONSENT TO THE FORM, CONTENT AND ENTRY OF THIS CONSENT ORDER ON THE DATES UNDER THEIR RESPECTIVE SIGNATURES.

FOR THE DIVISION:

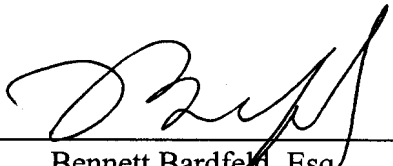
ANNE MILGRAM
ATTORNEY GENERAL OF NEW JERSEY

By: 
Jah-Juin Ho
Deputy Attorney General

Dated: 8/26, 2008

Consumer Fraud Prosecution Section
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
Telephone: (973) 877-1280

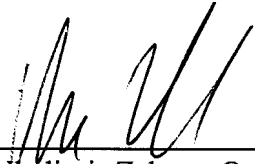
FOR THE RESPONDENT:

By: 
Bennett Bardfeld, Esq.

Dated: Aug. 12, 2008

1021 East Chestnut Avenue
Vineland, New Jersey 08360

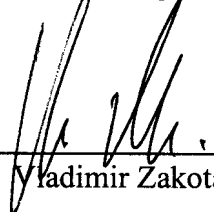
ROMANOV AUTO SALES

By: 
Vladimir Zakota, Owner

Dated: Aug. 12, 2008

3473 Pilgrim Way
Vineland, New Jersey 08360

VLADIMIR ZAKOTA

By: 
Vladimir Zakota

Dated: Aug. 12, 2008

3473 Pilgrim Way
Vineland, New Jersey 08360